

## **REMARKS/ARGUMENTS**

Applicants wish to thank the Examiner for the careful review of the IDS, claims, specification, and drawings.

### **Specification**

Paragraphs [0059], [0078], [0080], [00122], and [00172] and the Abstract have been amended to correct editorial problems. Abstract has also amended to incorporate the amendments to claim 1.

No new subject matter has been added.

### **Claims**

Claims 1-16, 25, 28, and 31 have been amended.

After entry of this amendment, claims 1-38 are pending

It is respectfully submitted that each and every feature recited in the pending claims is fully supported in the specification, drawings, and claims as filed. No new subject matter has been added.

### **Claim Objections**

#### **Claims 1, 16, and 31**

The Office Action argues that claims 1, 16, and 31 are objected to because of the following informalities: “at least two of a air mode... ,” which should read “at least two of an air mode... ”

Claims 1, 16, and 31 have been amended to correct the editorial problems.

#### **Claims 13 and 28**

The Office Action also argues that claims 13 and 28 are objected to because of the following informalities: “said derivative contract data is bundled from data” is unclear.

Claims 13 and 28 have been amended such that the term “bundled from data” is replaced with “a bundle of data” to correct the editorial problems.

It is respectfully requested that the objections be removed.

No new subject matter has been added.

### Rejections under 35 USC § 112

The Office Action argues that claims 2, 3, 13, 17, 18, 25, 28, 32, and 33 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

#### Claims 2, 3, 17, 18, 32, and 33

Regarding claims 2, 3, 17, 18, 32, and 33, the Office Action argues that Examiner can not distinguish between the two **qualitative assessments**.

It is respectfully submitted that each of claims 2, 3, 17, 18, 32, and 33 recites a qualitative assessment and a quantitative assessment, but not two qualitative assessments. As well known in the art, a qualitative assessment is different from a quantitative assessment.

Accordingly, it is respectfully requested that the rejections under 35 U.S.C. 112 be removed.

No new subject matter has been added.

#### Claims 13 and 28

Regarding claims 13 and 28, the Office Action argues that the limitation: “said each displayed data item being associated with a single mode, at least two of displayed data items in said derivative contract data are associated with two different modes” is unclear.

Claims 13 and 28 have been amended for clarification. In particular, in each of claims 13 and 28, the term “mode” has been clarified as “transportation mode”; the limitation “at least two of displayed data items in said derivative contract data are associated with two different modes” has been clarified as “at least two of a first displayed data items in said derivative contract data are associated with a first transportation mode, at least a second displayed data item in said derivative contract data is associated with a second transportation mode, said second transportation mode being two different from said first transportation modes.”

Accordingly, it is respectfully requested that the rejections under 35 U.S.C. 112 be removed.

No new subject matter has been added.

Amendment A submitted in response to  
Office Action mailed 01/09/2008  
U.S. Pat App. No. 10/810,306  
April 14, 2008  
Page 14  
Attorney Docket No. FFRT-P002

Claims 25

Regarding claims 25, the Office Action argues that the limitation “displaying in a third data section matched derivative contract order data” is unclear.

Claim 25 has been amended for clarification. In particular, in claim 25, the limitation “displaying in a third data section matched derivative contract order data” has been clarified as “displaying matched derivative contract order data in a third data section-~~matched derivative contract order data~~.”

Accordingly, it is respectfully requested that the rejections under 35 U.S.C. 112 be removed.

No new subject matter has been added.

Rejections under 35 USC § 101

The Office Action argues that claims 1-38 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Claims 1, 16, and 31

The Office Action argues that the claimed invention described in independent claims 1, 16, and 31 is inoperative and therefore lacks utility.

It is respectfully submitted that the invention claimed in each of claims 1, 16, and 31 is operative by displaying data in different sections of a browser window and has utility in facilitating freight shipment between a first geographic location and a second geographic location. Claim 1 has been amended to claim a system comprising computer hardware and software, with support in, for example, one or more of paragraphs [0030], [0031], and [0039] in the specification as filed. Each of the system, the method, and the article of manufacture claimed in claims 1, 16, and 31, respectively, is statutory subject matter.

Accordingly, it is respectfully requested that the rejections under 35 U.S.C. 101 be removed.

No new subject matter has been added.

Claims 2-15, 17-30, and 32-38

The Office Action argues that claims 2-16 (it is assumed that “claims 2-15” are intended), 17-30, and 32-38, are also rejected in that they are also dependant upon claims 1, 16, and 31, and also do not add utility as discussed in the rejection of claims 1, 16, and 31. The Office Action also argues that claims 2-6 (it is assumed that “claims 2-15” are intended), 17-21, and 32-36 are directed to non-statutory subject matter in that the claimed invention would impermissibly cover every substantial practical application of, and thereby preempt all use of, an abstract idea, natural phenomenon, or law of nature. The Office Action also argues that, in these cases, rating of data and the qualitative assessment thereof covers every possible way of determining these values.

It is respectfully submitted that claims 2-15, 17-30, and 32-38 which depend from at least one of claims 1, 16, and 31 also claim at least one of systems including computer hardware, methods, and articles of manufacture, which are statutory subject matter.

It is also respectfully submitted that each of claims 2-15, 17-21, and 32-38 does not cover every substantial practical application of an abstract idea, natural phenomenon, or law of nature. For example, each of the claims is limited to the practical application of facilitating freight shipment between a first geographic location and a second geographic location. As another example, each of claims 2, 17, and 32 requires rating that reflects both a qualitative assessment and a quantitative assessment without covering the possibility of using solely a qualitative assessment and without covering the possibility of using solely a quantitative assessment.

Accordingly, it is respectfully requested that the rejections under 35 U.S.C. 101 be removed.

No new subject matter has been added.

#### Rejections under 35 USC § 103

The Office Action argues that claims 1, 7-16, 22-31, 37, and 38 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh et al (USPub. No. 2002/0069155) in view of Haigh (“Hedging foreign currency, freight, and commodity futures portfolios--A note”, The Journal of Futures Markets, Hoboken: Dec 2002. Vol. 22, Iss. 12; pg. 1205) in further view of New Zealand Manufacturer (“Freight futures rounded up”, New Zealand Manufacturer. Wellington: Mar 1996. pg. 14).

The Office Action also argues that claims 2-6, 17-21, and 32-36 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Nafeh et al (USPub. No. 200210069155) in view of

Amendment A submitted in response to  
Office Action mailed 01/09/2008  
U.S. Pat App. No. 10/810,306  
April 14, 2008  
Page 16  
Attorney Docket No. FFRT-P002

Haigh ("Hedging foreign currency, freight, and commodity futures portfolios--A note", The Journal of Futures Markets, Hoboken: Dec 2002. Vol. 22, Iss. 12; pg. 1205) in further view of New Zealand Manufacturer ("Freight futures rounded up", New Zealand Manufacturer. Wellington: Mar 1996. pg. 14) in further view of Scheer (USPub. No. US 2002/0138358).

Claims 1, 16, and 31 have been amended for clarification, with support in, for example, one or more of paragraphs [0040], [0057] [0059] [0072]-[0074]. Applicants respectfully request reconsideration of the rejections.

It is respectfully submitted that each of independent claims 1, 16, and 31 includes limitations/features that are not taught by the cited prior art references. For example, each of claims 1, 16, and 31 requires the limitations/features of displaying derivative contract data pertaining to shipment capacity offered by carriers between a first geographic location and a second geographic location, the derivative contract data being associated with at least two of an air mode, a sea mode, a train mode, and a truck mode.

As another example, each of claims 1, 16, and 31 requires the limitations/features of displaying forecast data pertaining to demand forecasts between the first geographic location and the second geographic location to be viewed simultaneously with the derivative contract data, wherein the forecast data are provided by shippers.

In contrast, the cited prior art references (including Nafeh, Haigh, New Zealand Manufacturer, and Scheer) do not teach displaying derivative contract data pertaining to shipment capacity offered by carriers between a first geographic location and a second geographic location; the cited references do not teach derivative contract data associated with at least two of an air mode, a sea mode, a train mode, and a truck mode; and the cited references do not teach forecast data provided by shippers pertaining to demand forecast between the first geographic location and the second geographic location.

The Office Action argues that Nafeh discloses "to view data and news related to activity within market" and that "Examiner interprets viewing data and news as Applicant's displaying derivative contract data and displaying forecast data." Nevertheless, it is respectfully submitted that Nafeh's data and news should not be interpreted based on hindsight. Specifically, Nafeh (paragraph [0465]-[0466]) teaches data and news such as recent pertinent newsfeeds from commercial wire services, summary historical and background information on recent trading, price, volume activity on the contract, real time quotes for the best bid and offer for each contract

in each outstanding series of the contract bundle, the expiration date for each outstanding series, the payout criterion for each contract, and the current rate, level, or value of the underlying. Nafeh does not teach shipment capacity offered by carriers between a first geographic location and a second geographic location; Nafeh does not teach derivative contract data associated with at least two of an air mode, a sea mode, a train mode, and a truck mode; and Nafeh does not teach forecast data provided by shippers pertaining to demand forecast between the first geographic location and the second geographic location. Other cited references also do not teach the limitations.

The Office Action acknowledges that "Haigh does not explicitly describe carriers between and forecast data pertaining to a first and second geographic location." However, the Office Action argues that carriers between and forecast data pertaining to a first and second geographic location are inherently parameters in freight futures. It is respectfully submitted that there is no support for the argument that carriers between and forecast data pertaining to a first and second geographic location are inherently parameters in freight futures. Even if carriers between and forecast data pertaining to a first and second geographic location are inherently parameters in freight futures are inherently parameters in freight futures, the cited references do not teach displaying demand forecast data provided by shippers; the cited references do not teach displaying demand forecast data provided by shippers simultaneously with derivative contract data pertaining to shipment capacity offered by carriers.

The Office Action acknowledges that "neither Nafeh nor Haigh specially disclose derivative contract involving more than one mode of transport." However, the Office Action argues that "New Zealand Manufacturer discloses the transition of New Zealand's transport infrastructure in regards to deregulation of ports, airport authorities, and rail services" and that "New Zealand Manufacturer discusses "Hubbing" which is expected to intensify where ships call at selected ports fed by road, rail and coastal shipping services." Accordingly, the Office Action argues that "it would have been obvious to a person having an ordinary skill in the art at the time of the Nafeh's invention to include derivative contracts and freight futures as taught by Haigh and New Zealand Manufacturer because it allows individuals involved in the freight industry to efficiently monitor variable costs related to moving goods between several locations."

It is respectfully submitted that deregulation of transportation services in other markets that happened earlier than the deregulation of the ports in New Zealand did not render the

claimed feature of derivative contract data associated with multiple transportation modes obvious and did not cause prior art derivative contracts to be associated with multiple transportation modes. Accordingly, it is respectfully submitted that the deregulation of the ports in New Zealand does not render the claimed feature of derivative contract data associated with multiple transportation modes obvious.

For the aforementioned reasons and others, it is respectfully submitted that each of independent claims 1, 16, and 31 is novel, non-obvious, and patentable over the cited arts of records, taken alone or in combination.

It is also respectfully submitted that Scheer does not cure the deficiency of Nafeh, Haigh, and New Zealand Manufacturer.

It is also respectfully submitted that claims 2-15, 17-30, and 32-38 which depend from at least one of claims 1, 16, and 31 also are novel, nonobvious, and patentable not only due to their dependence from at least one of the patentable parent claims 1, 16, and 31 but also due to their recitations of independently patentable features.

For example, each of claims 6, 21, and 36 include the limitations that the qualitative assessment includes at least four of a set of criteria that includes demand, manufacturing readiness, manufacturing location, capacity, product, lane, and lane stability. In contrast, the cited references do not teach at least four of the recited criteria.

The Office Action argues that Scheer teaches expected consumption rate and deterministic demand data. However, consumption rate is not necessary demand, and deterministic data is not forecast. Therefore, Scheer does not teach at least four of the recited criteria.

Accordingly, it is respectfully requested that the rejections be removed.

No new subject matter has been added.

Amendment A submitted in response to  
Office Action mailed 01/09/2008  
U.S. Pat App. No. 10/810,306  
April 14, 2008  
Page 19  
Attorney Docket No. FFRT-P002

**CONCLUSION**

In view of the discussion herein, Applicant(s) believe that all pending claims are allowable and respectfully request a Notice of Allowance for this application from the Examiner. Should the Examiner believe that a telephone conference would expedite the prosecution of this application, the undersigned can be reached at 408-213-9540.

Applicant(s) hereby petitions for a (1) one -month(s) extension of time. A credit card payment in the amount of \$120.00 for payment of extension of time fee is enclosed herewith. If any additional petition is required to facilitate the entry of the present amendment, please consider this communication a petition therefore as well. The Commissioner is authorized to charge any fees beyond the amount enclosed which may be required, or to credit any overpayment, to Deposit Account No. 50-2284 (Order No. FFRT-P002).

Respectfully submitted,  
/Joseph A. Nguyen/ Reg. No. 37,899  
Joseph A. Nguyen

Tel: 408-213-9540